

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
CONNIE G. BUFE,

Plaintiff,

- against -

ORDER

CV 15-6470 (AKT)

SUFFOLK BREAST IMAGING P.C, NORTH
SHORE REGIONAL MRI, P.C., and ROBERTO
ANTONACCI, M.D. a.k.a ROBERT
ANTONACCI, M.D.

Defendants.
-----X

A. KATHLEEN TOMLINSON, Magistrate Judge:

Counsel for the parties in this FLSA/NYLL action submitted their Settlement Agreement and Mutual Release for the Court's intended review and approval. The Court has completed its review of the Agreement and finds that the terms are fair and reasonable, with one exception. The release language as set forth in the Agreement is too broad in light of the Second Circuit's decision in *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206 (2d Cir. 2015) and the cases implementing *Cheeks* in this Circuit with respect to the scope of an appropriate waiver. *See, e.g., Hyun v. Ippudo USA Holdings*, No. 14-CV-8706, 2016 WL 1222347, at *3-4 (S.D.N.Y. Mar. 24, 2016); *Scherzer v. LVEB, LLC*, No. 13-CV-5890, 2015 WL 7281651, at *2 (E.D.N.Y. Nov. 16, 2015); *Thallapaka v. Sheridan Hotel Associates LLC*, No. 15-CV-1321, 2015 WL 5148867, at *1 (S.D.N.Y. Aug. 17, 2015); *Alvarez v. Michael Anthony George Const. Corp.*, No. 11-CV-1012, 2015 WL 3646663, at *2 (E.D.N.Y. Jun. 10, 2015); *Camacho v. ESS-A-Bagel, Inc.*, No. 14-CV-2592, 2014 WL 6985633, at *4 (S.D.N.Y. Dec. 11, 2014).

In light of this finding, the Court is not in a position to approve the Agreement and General Release at this time. Counsel are free to re-submit the Agreement once it complies with the guidance and directives in *Cheeks* with regard to the scope of the release.

SO ORDERED.

Dated: Central Islip, New York
August 23, 2016

/s/ A. Kathleen Tomlinson
A. KATHLEEN TOMLINSON
U.S. Magistrate Judge